



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Adopt Resolution Awarding Contract for 2010 Storm Drain Improvements Project to Mozingo Construction, Inc., of Oakdale (\$222,900) and Appropriating Funds (\$268,000)

MEETING DATE: May 19, 2010

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt a resolution awarding the contract for the 2010 Storm Drain Improvements Project to Mozingo Construction, Inc., of Oakdale, in the amount of \$222,900 and appropriating funds in the amount of \$268,000.

BACKGROUND INFORMATION: This project consists of installing 2,570 linear feet of storm drain piping, four storm drain manholes, and other incidental and related work, in Charleston Way, Normandy Lane, Hutchins Street, and Elm Street (Exhibit A).

The areas served by the proposed storm drain improvements have experienced frequent flooding problems during rain storms due to undersized storm drain pipes (Elm Street) and the lack of storm drain pipes (Charleston Way, Normandy Lane, and Hutchins Street). The proposed project will improve storm drainage conveyance capacity in these areas and will reduce the frequency of flooding in the area.

The storm drain improvements are expected to be completed in summer 2010. Following completion of the Elm Street storm drain improvements, Elm Street from Hutchins Street to Church Street is scheduled to receive an asphalt overlay as soon as funding is available.

The requested appropriation amount includes the cost of construction, engineering, construction inspection, and project contingencies.

Plans and specifications for this project were approved on March 3, 2010. The City received the following 18 bids for this project on March 31, 2010.

Bidder	Location	Bid
Engineer's Estimate		\$ 261,025.00
Mozingo Construction, Inc.	Oakdale	\$ 222,900.00
G & L Brock Construction	Stockton	\$ 238,546.00
D.A. Wood Construction	Empire	\$ 249,900.00
Clyde Wheeler Pipeline	Oakdale	\$ 254,896.50
Teichert Construction	Stockton	\$ 270,939.00
Jonas & Associates	Martinez	\$ 276,179.00
Flowline Contractors	Sacramento	\$ 286,719.00

APPROVED:

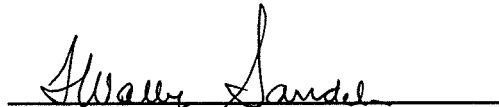
Konradt Bartlam, Interim City Manager

Bidder	Location	Bid
Knife River Construction	Stockton	\$ 288,328.00
Martin General Engineering	Rancho Cordova	\$ 292,739.00
J & M, Inc.	Livermore	\$ 306,595.00
Star-Ray Pipeline	El Dorado Hills	\$ 308,677.00
Carl Crutchfield Construction	Stockton	\$ 329,722.00
Preston Pipeline	Milpitas	\$ 349,856.00
Asta Construction	Rio Vista	\$ 373,013.00
Platinum Pipeline	Dublin	\$ 376,232.00
Ford Construction	Lodi	\$ 387,168.00
Emard Engineering	Loomis	\$ 396,598.74
Tidelands Construction	Brentwood	\$490,674.00

FISCAL IMPACT: The project will reduce the maintenance and emergency response costs due to drainage and flooding problems in the affected areas.

FUNDING AVAILABLE: Requested Appropriation:
Wastewater Funds (171) \$268,000


Jordah Ayers
Deputy City Manager/Internal Services Director


F. Wally Sandelin
Public Works Director

Prepared by Lyman Chang, Senior Civil Engineer

FWS/LC/pmf

Attachment

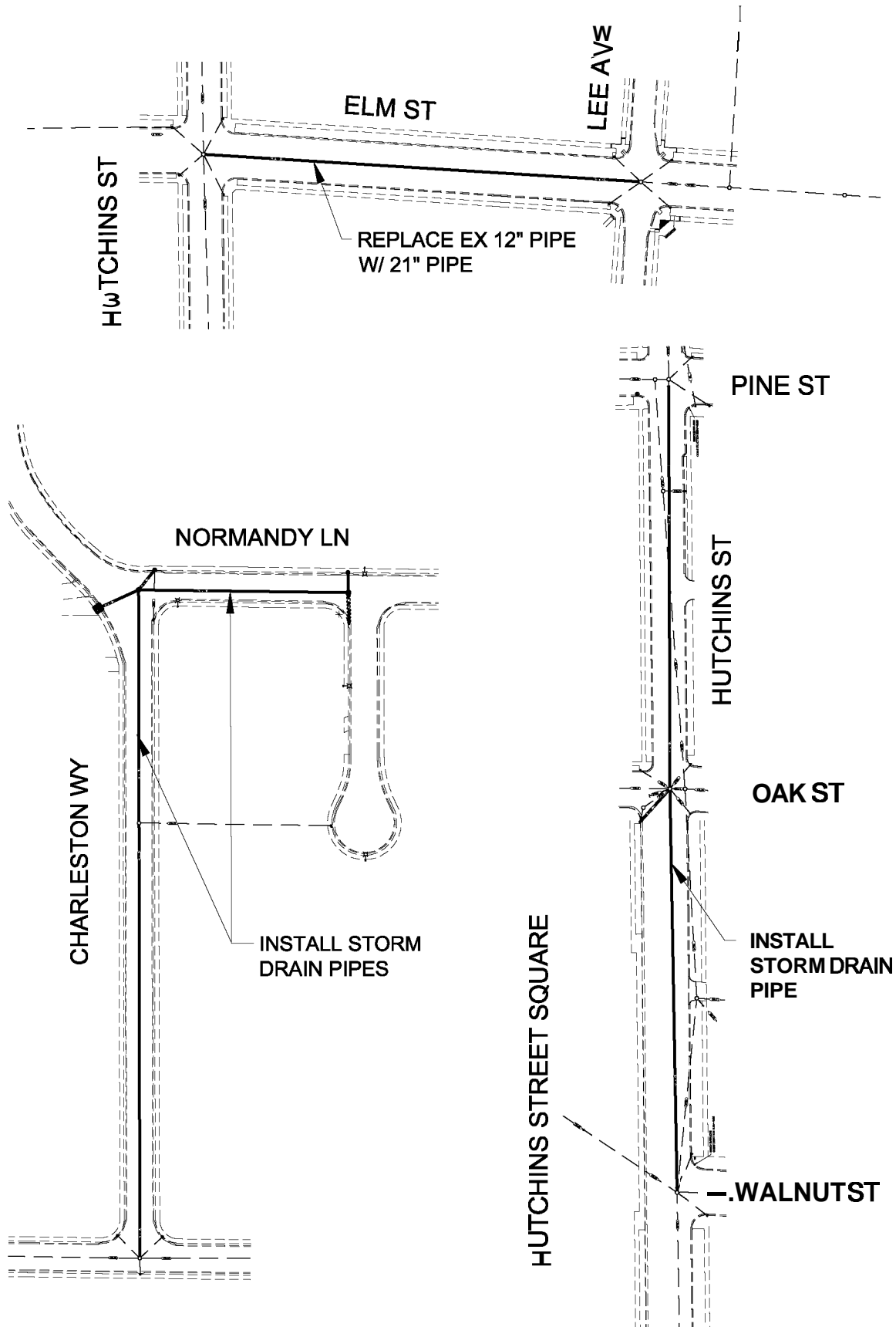
cc: City Attorney
Purchasing Officer
Deputy Public Works Director Swimley
Senior Civil Engineer Chang
Management Analyst



CITY OF LODI

PUBLIC WORKS DEPARTMENT

2010 Storm Drain Improvements Exhibit A



2010 STORM DRAIN IMPROVEMENTS

CONTRACT

CITY OF LODI, CALIFORNIA

THIS CONTRACT made by and between the CITY OF LODI, State of California, herein referred to as the "City," and MOZINGO CONSTRUCTION, INC., herein referred to as the "Contractor."

WITNESSETH:

That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other, as follows:

The complete Contract consists of the following documents which are incorporated herein by this reference, to-wit:

Notice Inviting Bids	The July 2002 Edition,
Information to Bidders	Standard Specifications,
General Provisions	State of California,
Special Provisions	Business and Transportation Agency,
Bid Proposal	Department of Transportation
Contract	
Contract Bonds	
Plans	

All of the above documents, sometimes hereinafter referred to as the "Contract Documents," are intended to cooperate so that any work called for in one and not mentioned in the other is to be executed the same as if mentioned in all said documents.

ARTICLE I - That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the City and under the condition expressed in the two bonds bearing even date with these presents and hereunto annexed, the Contractor agrees with the City, at Contractor's cost and expense, to do all the work and furnish all the materials except such as are mentioned in the specifications to be furnished by the City, necessary to construct and complete in a good workmanlike and substantial manner and to the satisfaction of the City the proposed improvements as shown and described in the Contract Documents which are hereby made a part of the Contract.

ARTICLE II - The City hereby promises and agrees with the Contractor to employ, and does hereby employ, the Contractor to provide all materials and services not supplied by the City and to do the work according to the terms and conditions for the price herein, and hereby contracts to pay the same as set forth in Section 5.600, "Measurement, Acceptance and Payment," of the General Provisions, in the manner and upon the conditions above set forth; and the said parties for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

ARTICLE III - The Contractor agrees to conform to the provisions of Chapter 1, Part 7, Division 2 of the Labor Code. The Contractor and any Subcontractor will pay the general prevailing wage rate and other employer payments for health and welfare, pension, vacation, travel time,

and subsistence pay, apprenticeship or other training programs. The responsibility for compliance with these Labor Code requirements is on the prime contractor.

ARTICLE IV - And the Contractor agrees to receive and accept the following prices as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this agreement; also for all loss or damage arising out of the nature of the work aforesaid or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the City, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner and according to the Plans and Contract Documents and the requirements of the Engineer under them, to-wit:

Perform the work necessary to trench and install 2,570 LF of storm drain pipes, 4 storm drain manholes, and other incidental and related work, all as shown on the plans and specifications for "2010 Storm Drain Improvements".

CONTRACT ITEMS

ITEM NO.	DESCRIPTION	UNIT	EST'D. QTY	UNIT PRICE	TOTAL PRICE
1.	Traffic Control	LS	1	\$ 15,000.00	\$15,000.00
2.	Excavation Safety	LS	1	\$ 2,500.00	\$ 2,500.00
3.	Abandon Catch Basin	EA	5	\$ 200.00	\$ 1,000.00
4.	Abandon Storm Drain Pipe	LS	1	\$ 5,500.00	\$ 5,500.00
5.	Abandon Storm Drain Manhole	EA	5	\$ 250.00	\$ 1,250.00
6.	Install 12-Inch Storm Drain Pipe	LF	686	\$ 50.00	\$34,300.00
7.	Install 15-Inch Storm Drain Pipe	LF	547	\$ 50.00	\$27,350.00
8.	Install 21-Inch Storm Drain Pipe	LF	466	\$ 70.00	\$32,620.00
9.	Install 30-Inch Storm Drain Pipe	LF	876	\$ 90.00	\$78,840.00
10.	Install Side Inlet Catch Basin	EA	4	\$ 1,400.00	\$ 5,600.00
11.	Replace Concrete Flatwork	SF	65	\$ 40.00	\$ 2,600.00

ITEM NO.	DESCRIPTION	UNIT	EST'D. QTY	UNIT PRICE	TOTAL PRICE
12.	Rebuild Manhole Bench	EA	2	\$ 1,500.00	\$ 3,000.00
13.	Install 48-Inch Manhole	EA	4	\$ 3,335.00	\$13,340.00
TOTAL					\$222,900.00

ARTICLE V - By my signature hereunder, as Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

ARTICLE VI - It is further expressly agreed by and between the parties hereto that, should there be any conflict between the terms of this instrument and the Bid Proposal of the Contractor, then this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

ARTICLE VII - The City is to furnish the necessary rights-of-way and easements and to establish lines and grades for the work as specified under the Special Provisions. All labor or materials not mentioned specifically as being done by the City will be supplied by the Contractor to accomplish the work as outlined in the specifications.

ARTICLE VIII - The Contractor agrees to commence work pursuant to this contract within 15 calendar days after the City Manager has executed the contract and to diligently prosecute to completion within 28 WORKING DAYS.

WHEN SIGNING THIS CONTRACT, THE CONTRACTOR AGREES THAT THE TIME OF COMPLETION FOR THIS CONTRACT IS REASONABLE AND THE CONTRACTOR AGREES TO PAY THE CITY LIQUIDATED DAMAGES AS SET FORTH IN SECTION 6-04.03 OF THE SPECIAL PROVISIONS. CONTRACTOR AGREES THAT THIS AMOUNT MAY BE DEDUCTED FROM THE AMOUNT DUE THE CONTRACTOR UNDER THE CONTRACT.

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hands the year and date written below.

CONTRACTOR:

CITY OF LODI

_____ By: _____
Blair King
City Manager


By: _____ Date: _____

_____ Attest:

Title City Clerk

(CORPORATE SEAL)

Approved As To Form

D. Stephen Schwabauer
City Attorney


A RESOLUTION OF THE LODI CITY COUNCIL AWARDING
CONTRACT FOR 2010 STORM DRAIN IMPROVEMENTS PROJECT
AND FURTHER APPROPRIATING FUNDS

WHEREAS, in answer to notice duly published in accordance with law and the order of this City Council, sealed bids were received and publicly opened on March 31, 2010, at 11:00 a.m. for the 2010 Storm Drain Improvements Project described in the plans and specifications therefore approved by the City Council on March 3, 2010; and

WHEREAS, said bids have been checked and tabulated and a report thereof filed with the City Manager as follows:

Bidder	Bid
Mozingo Construction, Inc.	\$ 222,900.00
G & L Brock Construction	\$ 238,546.00
D.A. Wood Construction	\$ 249,900.00
Clyde Wheeler Pipeline	\$ 254,896.50
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Platinum Pipeline	\$ 376,232.00
Ford Construction	\$ 387,168.00
Emard Engineering	\$ 396,598.74
Tidelands Construction	\$ 490,674.00

WHEREAS, staff recommends awarding the contract for the 2010 Storm Drain Improvements Project to the low bidder, Mozingo Construction, Inc., of Oakdale, California.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby award the contract for the 2010 Storm Drain Improvements Project to the low bidder, Mozingo Construction, Inc., of Oakdale, California, in the amount of \$222,900; and

BE IT FURTHER RESOLVED that funds in the amount of \$268,000 be appropriated from the Wastewater Fund for this project.

Dated: May 19, 2010

I hereby certify that Resolution No. 2010-63 was passed and adopted by the City Council of the City of Lodi in a regular meeting held May 19, 2010, by the following vote:

AYES: COUNCIL MEMBERS – Hansen, Hitchcock, Johnson, Mounce, and Mayor Katzakian

NOES: COUNCIL MEMBERS – None

ABSENT: COUNCIL MEMBERS – None

ABSTAIN: COUNCIL MEMBERS – None


 RANDI JOHL
 City Clerk